



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 05, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 May 5, 2015

  
PATRICK O'QUINN  
ACTING EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
FOOTHILL BOULEVARD AT SAN DIMAS CANYON ROAD  
TRAFFIC SIGNAL MODIFICATION PROJECT  
ADOPT RESOLUTION 3962 FOR HIGHWAYS-THROUGH-CITIES FUNDING  
CITY OF SAN DIMAS-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF SAN DIMAS  
(SUPERVISORIAL DISTRICT 5)  
(4 VOTES)**

### SUBJECT

This action is to approve the cooperative agreement between the City of San Dimas and the County to provide financing and delegation of responsibilities for modification of the existing traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road along with other appurtenant work, and adopt Resolution 3962 authorizing County Highways-Through-Cities financial assistance to the City for the project. Construction of the project will be administered by the City.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Acting as a responsible agency, find that Foothill Boulevard at San Dimas Canyon Road Traffic Signal Modification project is categorically exempt from the California Environmental Quality Act.
2. Approve the project and instruct the Mayor of the Board to sign the cooperative agreement between the City of San Dimas and the County for the Foothill Boulevard at San Dimas Canyon Road Traffic Signal Modification project. The cooperative agreement provides for the County to prepare design plans for the project and contribute \$15,000 of Highways-Through-Cities funds to the City as a credit toward the City's share of design cost. The agreement further provides for the City to prepare the construction project specifications and administer construction of the project. The total

project cost, including design and construction, is estimated to be \$241,000 with the County's jurisdictional share estimated to be \$60,000 and the City's jurisdictional share estimated to be \$181,000.

3. Adopt Resolution 3962 finding that the project is of general County interest and that County aid in the form of Highways-Through-Cities funds toward the cost of the traffic signal modification project shall be provided to the City of San Dimas in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax in the amount of \$15,000.

4. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated jurisdictional share of construction cost equal to \$5,480 for any costs of unforeseen items that may occur, thereby increasing the maximum County's share of the construction cost from \$54,800 to \$60,280.

5. Authorize the Director of Public Works or her designee to execute amendments and modifications of a nonmaterial nature to the agreement to incorporate necessary nonmaterial programmatic and administrative changes between the City of San Dimas and the County.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to obtain approval of the project and to approve the enclosed cooperative agreement with the City of San Dimas and the County for the modification of the existing traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road.

Additionally, Board adoption of the enclosed Resolution 3962 approves County financial aid of \$15,000 through Highways-Through-Cities funds to finance a portion of the City's jurisdictional share of the project cost.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By modifying the existing traffic signal, residents of the City and nearby unincorporated County communities who travel on Foothill Boulevard and San Dimas Canyon Road will benefit with enhanced traffic safety and improved quality of life.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$241,000 with the City's share estimated to be \$181,000 and the County's share estimated to be \$60,000. This \$60,000 represents \$5,200 for the County's share of design costs and \$54,800 for County's share of construction costs. The City-County cooperative agreement provides for the County to perform the preliminary engineering and final design and the City to administer construction of the project with the City and the County to finance their respective jurisdictional shares of the construction cost.

The City will finance its jurisdictional share of the preliminary engineering and final design cost by depositing \$600 for the Contract Cities Liability Trust Fund cost and utilizing a County Highways-Through-Cities contribution in the amount of \$15,000.

The necessary funds required for the preliminary engineering and final design cost of this project are included in the Fifth Supervisorial Districts' Road Construction Program in the Road Fund Fiscal Year 2014-15 Budget. Through the annual budget process sufficient appropriation for the County's share of construction cost plus the contingency of \$5,480 for unforeseen items will be included in the Fifth Supervisorial Districts' Road Construction Program in the Road Fund Fiscal Year 2015-16 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreement and Resolution 3962 have been approved as to form by County Counsel and the agreement has been executed by the City.

The cooperative agreement covers a City-County cooperative project to upgrade the traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road that is jurisdictionally shared between the City and the County. The cooperative agreement that was approved by the San Dimas City Council on March 24, 2015, provides for the County to perform the preliminary engineering and final design and for the City to administer construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost. The cooperative agreement also provides for the County to finance its jurisdictional share of construction cost of the project estimated to be \$60,000. The County's actual cost will be based upon a final accounting prepared by the City after completion of the project. The project is scheduled to begin construction in the summer of 2015 and be completed in the fall of 2015.

The cooperative agreement and Resolution 3962 further provide for the County to contribute \$15,000 in Highways-Through-Cities funds to finance the City's share of the preliminary engineering and final design cost for the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This cooperative agreement is also authorized and provided for by the provisions of Section 6500 et seq. of the Government Code. In addition, Sections 1680-1683 of the California Streets and Highways Code provide that the Board of Supervisors of any county may, by a resolution adopted by four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefore.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA Guidelines and Class 1(x), Subsections 4 and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for modification of existing traffic signal systems and maintenance of existing roadway facilities. The City is the lead agency for this project and found it to be exempt from CEQA on February 17, 2015.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Modification of the traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road is needed and is of general County interest. This project will enhance the quality of life for motorists and pedestrians who travel on these streets.

**CONCLUSION**

Please return one adopted copy of this letter, two originals of the cooperative agreement, and one copy of the resolution to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF SAN DIMAS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, CITY and COUNTY propose to upgrade the traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road, which includes upgrading traffic signal poles, signal mast arms, controller and service cabinets, highway safety lighting, replacing vehicle heads, and upgrading vehicle detection system to Iteris Vantage Vector video/radar system (which work is hereinafter referred to as TRAFFIC SIGNALS); and cutting back median noses, removal of pedestrian push button posts on the east and west approaches, construction of left-turn pockets for north and south approaches, and installation of signing, striping, and pavement markings (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, the sum of COST OF TRAFFIC SIGNALS and COST OF ROADWAY IMPROVEMENTS (as defined in paragraphs 1) c., and 1) d., of this AGREEMENT) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY is willing to finance 75 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 25 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective shares of COST OF ROADWAY IMPROVEMENTS within their JURISDICTIONS as described in paragraph 4) b., below; and

WHEREAS, COUNTY is willing to perform the PRELIMINARY ENGINEERING AND FINAL DESIGN for the PROJECT; and

WHEREAS, CITY is willing to prepare project specifications and perform CONSTRUCTION ADMINISTRATION for PROJECT (hereinafter referred to as CONSTRUCTION); and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Forty-One Thousand and 00/100 Dollars (\$241,000.00) with CITY'S estimated share being One Hundred Eighty-One Thousand and 00/100 Dollars (\$181,000.00) and COUNTY'S estimated share being Sixty Thousand and 00/100 Dollars (\$60,000.00); and

WHEREAS, COUNTY is willing to contribute Highways-Through-Cities funds in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) as credit toward the CITY'S share of PRELIMINARY ENGINEERING AND FINAL DESIGN cost for the PROJECT; and

WHEREAS, CITY is willing to finance its share of Contract Cities Liability Trust Fund associated with PRELIMINARY ENGINEERING AND FINAL DESIGN work performed by COUNTY, estimated to be Six Hundred and 00/100 Dollars (\$600.00), by depositing Six Hundred and 00/100 Dollars (\$600.00) in cash funds with COUNTY; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- d. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of PRELIMINARY ENGINEERING AND FINAL DESIGN including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT (or of TRAFFIC SIGNALS or ROADWAY IMPROVEMENTS, as determined by the context in which the term is used), for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. COST OF PROJECT as referred to in this AGREEMENT shall mean the sum of COST OF TRAFFIC SIGNALS and COST OF ROADWAY IMPROVEMENTS.
- g. The COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the contractor(s) for PROJECT and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- h. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- i. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and an electronic notification to COUNTY'S Head of the Permit

Section, Mr. Sam Chinn, at (626) 458-4940 or [schinn@dpw.lacounty.gov](mailto:schinn@dpw.lacounty.gov), that the improvements within COUNTY'S JURISDICTION are completed for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To review PRELIMINARY ENGINEERING AND FINAL DESIGN plans and engineer's estimate prepared by COUNTY, and prepare specifications for PROJECT.
- b. To finance CITY'S share of COST OF PROJECT, which is to finance 75 percent of COST OF TRAFFIC SIGNALS and the CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, together currently estimated to be One Hundred Eighty-One Thousand and 00/100 Dollars (\$181,000.00), the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- c. To advertise PROJECT for construction bids, to award and to administer the construction contract, perform CONSTRUCTION ADMINISTRATION, to do all things necessary and proper to complete PROJECT, to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY'S JURISDICTION as part of PROJECT, and act on behalf of the COUNTY in all negotiations pertaining thereto.
- d. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY, Six Hundred and 00/100 Dollars (\$600.00) to finance its share of Contract Cities Liability Trust Fund in accordance with the terms and conditions of the CITY-COUNTY Assumption of Liability Agreement 32077 dated November 14, 1977, the actual amount of which is to be determined by a final accounting pursuant to paragraph 4) b., below. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- e. To ensure that the construction contract for PROJECT provides COUNTY with all indemnity provisions granted to CITY. CITY shall require construction contract to name COUNTY as an insured for the PROJECT.
- f. To furnish COUNTY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial COST OF PROJECT and the actual COST OF PROJECT.
- g. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- h. To provide all change orders for PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to the COUNTY inspector/office engineer assigned to the



PROJECT. If COUNTY does not respond within ten (10) calendar days, CITY may proceed with change orders.

- i. To provide construction drawings with red marked referenced, as-built plans, to indicate any revisions to the plans during the construction phase, to COUNTY upon completion of PROJECT and final inspection and acceptance by COUNTY that the improvements within COUNTY'S JURISDICTION has been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by CITY and COUNTY.
- j. To furnish COUNTY within one hundred twenty (120) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- k. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- l. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, which is to finance 25 percent of COST OF TRAFFIC SIGNALS; and the COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, together currently estimated to be Sixty Thousand and 00/100 Dollars (\$60,000.00) the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- c. To contribute Highways-Through-Cities funds in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) as credit toward CITY'S share of PRELIMINARY ENGINEERING AND FINAL DESIGN cost for PROJECT.
- d. To accept CITY'S payment in the amount of Six Hundred and 00/100 Dollars (\$600.00) to finance the estimated CITY'S share of Contract Cities Liability Trust Fund cost for the performance of the PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT.

- e. To obtain CITY'S approval of PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT prior to transmitting the plans to CITY for the purpose of preparing specifications for PROJECT and advertising for construction bids.
- f. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY, but in no event earlier than sixty (60) calendar days prior to advertisement of PROJECT for construction bids, COUNTY funds in the amount of Fifty-Four Thousand Eight Hundred and 00/100 Dollars (\$54,800.00) which amount is the estimated cost to finance the COUNTY'S jurisdictional share of the construction cost for the PROJECT (COUNTY'S PAYMENT). Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.
- g. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S jurisdiction in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- h. To grant to CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for construction of the PROJECT at no cost to CITY to the extent not already provided by law.
- i. Upon receipt of permit application with the required documents from CITY and approval of construction plans for the PROJECT to issue CITY any necessary permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to CITY.
- j. To provide CITY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- k. To cooperate with CITY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to CITY. Utility relocation costs for COUNTY-owned utilities shall be borne by COUNTY. COUNTY will take all necessary steps to grant, transfer, or assign all of COUNTY'S prior

rights over the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.

- l. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- m. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all ROADWAY IMPROVEMENTS constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within COUNTY will be maintained by CITY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40805 between the CITY and COUNTY.
- b. The final accounting of the actual COST OF PROJECT shall allocate the COST OF TRAFFIC SIGNALS on the basis of 75 percent CITY and 25 percent COUNTY; and shall allocate COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work for ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. If at final accounting COUNTY'S jurisdictional share of CONSTRUCTION cost for PROJECT exceeds COUNTY'S PAYMENT, as set forth in paragraph 3) f., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by the CITY. Conversely, if the required COUNTY funds are less than said COUNTY'S PAYMENT, CITY shall refund the difference to COUNTY within thirty (30) calendar days of the date CITY furnished COUNTY with the final accounting.
- d. COUNTY shall review the billing invoice prepared by the CITY for COUNTY'S share of construction costs, as set forth in paragraph 4) c., above, and report in writing any discrepancies to CITY within sixty (60)

calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.

- e. During construction of the PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. The COUNTY may also furnish, at no cost to the CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. Following completion of PROJECT, for the portion of PROJECT in COUNTY'S JURISDICTION, CITY hereby assigns all of its right, title, and interest to any unlapsed portion of any warranty granted to the CITY by the construction contractor constructing PROJECT. COUNTY agrees to accept said assignment as its sole remedy against CITY in connection with defects relating to said PROJECT.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Krishna Patel  
Director of Public Works  
City of San Dimas  
245 East Bonita Avenue  
San Dimas, CA 91773-3002

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is

also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- k. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this

AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32077 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SAN DIMAS on March 24, 2015, and by the COUNTY OF LOS ANGELES on May 5, 2015.

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA  
Acting Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.



By Carla Little  
Deputy

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By Carla Little  
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By Julia Weissman  
Deputy

CITY OF SAN DIMAS

By [Signature]  
Director of Public Works

Date 3/24/15

ATTEST:

By Debra Black  
City Clerk

APPROVED AS TO FORM:

By Mal Sta  
City Attorney

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 MAY 5 2015

Patrick Ogawa  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

78368

**RESOLUTION 3962 OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO  
THE CITY OF SAN DIMAS FOR THE PURPOSE OF  
TRAFFIC SIGNAL MODIFICATION PROJECT**

WHEREAS, the City of San Dimas (hereinafter referred to as CITY) and the County of Los Angeles (hereinafter referred to as COUNTY) desire to modify the existing traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road and construct left-turn pockets for north and south approaches; and installation of signing, striping, and pavement markings, including road improvements (which work is hereinafter referred to as PROJECT); and

WHEREAS, COUNTY proposes to design and CITY proposes to construct PROJECT; and

WHEREAS, PROJECT is located and will be utilized within the jurisdictional limits of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, the total PROJECT cost is currently estimated to be Two Hundred Forty-One Thousand and 00/100 Dollars (\$241,000.00) with CITY'S share of PROJECT currently estimated to be One Hundred Eighty-One Thousand and 00/100 Dollars (\$181,000.00), and COUNTY'S share of PROJECT currently estimated to be Sixty Thousand and 00/100 Dollars (\$60,000.00); and

WHEREAS, the proposed improvements are worthwhile and of general County interest; and

WHEREAS, the Board of Supervisors of the County of Los Angeles intends to contribute Highways-Through-Cities funds in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) toward CITY'S share of PROJECT; and

WHEREAS, the proposed traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40805 between the CITY and COUNTY; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The PROJECT is of general COUNTY interest and COUNTY aid shall be extended therefor.



SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1683 of the California Streets and Highways Code, to extend Highways-Through-Cities aid to the CITY in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for the PROJECT from the Road Fund to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax.

SECTION 3. If any provisions of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was adopted on the 5th day of May, 2015, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



PATRICK OGAWA  
Acting Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By Carla Little  
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By Julia Weisman  
Deputy

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